

<i>SERFF Tracking Number:</i>	<i>TRVD-125962932</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>NIPPONKOA Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>Ltd.,(U.S.Branch), ...</i>		
<i>Company Tracking Number:</i>	<i>2008-12-0046-F</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>OMNI Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>Commercial Auto Form Filing/2008-12-0046-F</i>		

Filing at a Glance

Companies: NIPPONKOA Insurance Company Ltd.,(U.S.Branch), The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company Of Connecticut, Travelers Property Casualty Company of America

Product Name: OMNI Commercial Auto	SERFF Tr Num: TRVD-125962932	State: Arkansas
TOI: 20.0 Commercial Auto	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 20.0001 Business Auto	Co Tr Num: 2008-12-0046-F	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Authors: Margaret Salsbury, Tia Slivinsky	Disposition Date: 12/31/2008
	Date Submitted: 12/30/2008	Disposition Status: Approved
Effective Date Requested (New): 06/01/2009		Effective Date (New): 06/01/2009
Effective Date Requested (Renewal): 06/01/2009		Effective Date (Renewal): 06/01/2009

State Filing Description:

General Information

Project Name: Commercial Auto Form Filing	Status of Filing in Domicile: Authorized
Project Number: 2008-12-0046-F	Domicile Status Comments: Authorized in CT, Pending in NY
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 12/31/2008	
State Status Changed: 12/31/2008	Deemer Date:
Corresponding Filing Tracking Number: N/A	
Filing Description:	

In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Commercial Auto form filing for your review and consideration.

<i>SERFF Tracking Number:</i>	<i>TRVD-125962932</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>NIPPONKOA Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>Ltd.,(U.S.Branch), ...</i>		
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<i>Project Name/Number:</i>	<i>Commercial Auto Form Filing/2008-12-0046-F</i>		

With this filing, we are enhancing our Business Auto coverage by introducing one new optional endorsement – Amendment of Bodily Injury Definition CA T4 43 06 09 and one revised endorsement Business Auto Extension – CA T3 53 06 09. These forms simplify and improve the coverage offerings available to our insureds. For a detailed description of each endorsement, please refer to the attached form transmittal supplement.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Company and Contact

Filing Contact Information

Margaret Salsbury, Senior Regulatory Analyst	MSALSBUR@travelers.com
One Tower Square	(860) 277-6470 [Phone]
Hartford, CT 06183	(860) 277-9730[FAX]

Filing Company Information

NIPPONKOA Insurance Company Ltd.,(U.S.Branch) One Tower Square Hartford, CT 06183 (860) 277-6470 ext. [Phone]	CoCode: 27073 Group Code: 2558 Group Name: FEIN Number: 98-0032627 -----	State of Domicile: New York Company Type: State ID Number:
The Charter Oak Fire Insurance Company One Tower Square Hartford, CT 06183 (860) 277-6470 ext. [Phone]	CoCode: 25615 Group Code: 3548 Group Name: FEIN Number: 06-0291290 -----	State of Domicile: Connecticut Company Type: State ID Number:
The Phoenix Insurance Company One Tower Square Hartford, CT 06183 (860) 277-6470 ext. [Phone]	CoCode: 25623 Group Code: 3548 Group Name: FEIN Number: 06-0303275 -----	State of Domicile: Connecticut Company Type: State ID Number:
The Travelers Indemnity Company	CoCode: 25658	State of Domicile: Connecticut

SERFF Tracking Number: TRVD-125962932 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-12-0046-F
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: OMNI Commercial Auto
Project Name/Number: Commercial Auto Form Filing/2008-12-0046-F

One Tower Square Hartford, CT 06183 (860) 277-6470 ext. [Phone]	Group Code: 3548 Group Name: FEIN Number: 06-0566050 -----	Company Type: State ID Number:
The Travelers Indemnity Company of America One Tower Square Hartford, CT 06183 (860) 277-6470 ext. [Phone]	CoCode: 25666 Group Code: 3548 Group Name: FEIN Number: 58-6020487 -----	State of Domicile: Connecticut Company Type: State ID Number:
The Travelers Indemnity Company Of Connecticut One Tower Square Hartford, CT 06183 (860) 277-6470 ext. [Phone]	CoCode: 25682 Group Code: 3548 Group Name: FEIN Number: 06-0336212 -----	State of Domicile: Connecticut Company Type: State ID Number:
Travelers Property Casualty Company of America One Tower Square Hartford, CT 06183 (860) 277-6470 ext. [Phone]	CoCode: 25674 Group Code: 3548 Group Name: FEIN Number: 36-2719165 -----	State of Domicile: Connecticut Company Type: State ID Number:

SERFF Tracking Number: TRVD-125962932 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-12-0046-F
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: OMNI Commercial Auto
Project Name/Number: Commercial Auto Form Filing/2008-12-0046-F

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Flat Fee
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
NIPPONKOA Insurance Company Ltd.,(U.S.Branch)	\$50.00	12/30/2008	24757279
The Charter Oak Fire Insurance Company	\$0.00	12/30/2008	
The Phoenix Insurance Company	\$0.00	12/30/2008	
The Travelers Indemnity Company	\$0.00	12/30/2008	
The Travelers Indemnity Company of America	\$0.00	12/30/2008	
The Travelers Indemnity Company Of Connecticut	\$0.00	12/30/2008	
Travelers Property Casualty Company of America	\$0.00	12/30/2008	

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<i>Product Name:</i>	<i>OMNI Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>Commercial Auto Form Filing/2008-12-0046-F</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/31/2008	12/31/2008

<i>SERFF Tracking Number:</i>	<i>TRVD-125962932</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 12/31/2008
Effective Date (New): 06/01/2009
Effective Date (Renewal): 06/01/2009
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number:	TRVD-125962932	State:	Arkansas
First Filing Company:	NIPPONKOA Insurance Company	State Tracking Number:	EFT \$50
	Ltd.,(U.S.Branch), ...		
Company Tracking Number:	2008-12-0046-F		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	OMNI Commercial Auto		
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Transmittals	Approved	Yes
Form	Business Auto Extension Endorsement	Approved	Yes
Form	Amendment Of Bodily Injury Definition	Approved	Yes

SERFF Tracking Number: TRVD-125962932 State: Arkansas

First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...

Company Tracking Number: 2008-12-0046-F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: OMNI Commercial Auto

Project Name/Number: Commercial Auto Form Filing/2008-12-0046-F

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Business Auto Extension Endorsement	CA T3 53 06 09	06-2009	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 CA T3 53 01 04 Previous Filing #: 2005-03-CA-B24		Form - CA T3 53 06 09.pdf
Approved	Amendment Of Bodily Injury Definition	CA T4 43 06 09	06-2009	Endorseme New nt/Amendm ent/Condi ons		0.00	Form - CA T4 43 06 09.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED	H. HIRED AUTO PHYSICAL DAMAGE — LOSS OF USE - INCREASED LIMIT
B. BLANKET ADDITIONAL INSURED	I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT
C. EMPLOYEE HIRED AUTO	J. PERSONAL EFFECTS
D. EMPLOYEES AS INSURED	K. AIRBAGS
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS	L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
F. HIRED AUTO — LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS	M. BLANKET WAIVER OF SUBROGATION
G. WAIVER OF DEDUCTIBLE – GLASS	N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II - LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

COMMERCIAL AUTO

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO — LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7., Policy Term, Coverage Territory**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
- (b) Neither you nor any other involved "insured" will make any settlement without our consent.
- (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
- (d) We will reimburse the "insured":
 - (i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II - LIABILITY COVERAGE**;
 - (ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II - LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when

we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE — LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER:

COMMERCIAL AUTO

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF BODILY INJURY DEFINITION

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

The following replaces the definition of "bodily injury" in the **DEFINITIONS** section:

"Bodily injury" means:

- a.** Physical harm, including sickness or disease, sustained by a person; or
- b.** Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

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	<i>Ltd.,(U.S.Branch), ...</i>		
<i>Company Tracking Number:</i>	<i>2008-12-0046-F</i>		
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Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125962932 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty
Review Status:
Approved 12/31/2008
Comments:
Attachments:
AR NAIC Transmittal - Forms.pdf
AR NAIC Form Filing Schedule.pdf

Satisfied -Name: Forms Transmittals
Review Status:
Approved 12/31/2008
Comments:
Attachments:
Transmittal - CA T3 53 06 09.pdf
Transmittal - CA T4 43 06 09.pdf

Property & Casualty Transmittal Document

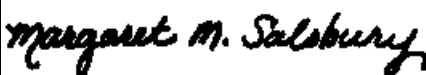
1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
The Travelers Companies Inc.	3548
NIPPONKOA Insurance Company, Ltd (U.S. Branch)	2558

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Travelers Indemnity Company	CT	25658	06-0566050	
The Charter Oak Fire Insurance Company	CT	25615	06-0291290	
The Travelers Indemnity Company of Connecticut	CT	25682	06-0336212	
The Travelers Indemnity Company of America	CT	25666	58-6020487	
The Phoenix Insurance Company	CT	25623	06-0303275	
Travelers Property Casualty Company of America	CT	25674	36-2719165	
NIPPONKOA Insurance Company, Ltd (U.S. Branch)	NY	27073	98-0032627	

5. Company Tracking Number	2008-12-0046-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Margaret Salsbury One Tower Sq. 8 MN Hartford, CT 06183	Senior Regulatory Analyst	(860) 277-6470	(860)277-9730	msalsbur@travelers.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Margaret Salsbury		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	20.0
10. Sub-Type of Insurance (Sub-TOI)	20.0001
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	N/A
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 06/01/2009 Renewal: 06/01/2009
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	12/30/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	2008-12-0046-F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Commercial Auto form filing for your review and consideration.

With this filing, we are enhancing our Business Auto coverage by introducing one new optional endorsement – Amendment of Bodily Injury Definition CA T4 43 06 09 and one revised endorsement Business Auto Extension – CA T5 53 06 09. These forms simplify and improve the coverage offerings available to our insureds. For a detailed description of each endorsement, please refer to the attached form transmittal supplement.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: N/A - EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		2008-12-0046-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Business Auto Extension	CA T3 53 06 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA T3 53 01 04	2005-03-CA-B24
02	Amendment of Bodily Injury Definition	CA T4 43 06 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM TRANSMITTAL SUPPLEMENT

Form Title	New Form	Replaced Form	Type of Form* / Line of Business / Mandatory (M) or Optional (O)	Broaden (B) Restrict (R) Clarify (C)	Description Of Form
Business Auto Extension Endorsement	CA T3 53 06 09	CA T3 53 01 04	END/CA/O	B	<p>This endorsement will be used with the Business Auto Coverage Form. It is an update to an earlier version. The key updates include the following:</p> <ol style="list-style-type: none"> 1. New Coverages <ol style="list-style-type: none"> a. <u>Blanket Additional Insured (B)</u> – Any person or organization who is required under a written contract to be named as an Additional Insured is an insured to the extent that person or organization qualifies as an insured under the coverage form. b. <u>Employee Hired Autos (C)</u> – Employees of the Named Insured will be insured's while operating an auto hired under contract in the employees name while performing duties related to the conduct of the Named Insured. c. <u>Waiver Of Deductible – Glass (G)</u> – No deductible for a covered auto will apply to glass damage if the glass is repaired rather than replaced. d. <u>Airbags (K)</u> - Provides up to \$1,000 coverage for airbags that inflate. 2. Broadened Coverage Provisions <ol style="list-style-type: none"> a. <u>Employees As Insured (D)</u> – Regardless of the type of organization, coverage applies to the employee while using their own auto in the personal affairs of the Named Insured. b. <u>Hired Auto Worldwide (F)</u> – Coverage has been expanded to 'any covered auto' from an auto of the private passenger type. 3. Clarifications <ol style="list-style-type: none"> a. <u>Broad Form Named Insured (A)</u> – The term 'organization' was used in place of 'business entity'. The term was revised to be consistent with other company proprietary forms. No change in coverage.

					<p>4. Eliminated</p> <p>a. Mental Anguish – We have removed the Amendment of Bodily Injury Definition provision from the Business Auto Extension Endorsement (1/04 Edition) because we do not believe it to be a broadening of coverage over the ISO bodily injury definition embedded in the Business Auto Coverage Form (CA 00 01 03 06), and we want Extension endorsements to reflect provisions that all broaden coverage, not that clarify or limit coverage. The elimination of the formerly-titled mental anguish provision from the Business Auto Extension does not result in a coverage change.</p>

*Type of Form Legend:

ADV = Advertising

ABE = Application/Binder/Enrollment

BND = Bond

CNR = Canc/NonRen Notice

CER = Certificate

DEC = Declarations/Schedule

DSC = Disclosure/Notice

ERS = Election/Rejection/Supplemental Applications

END = Endorsement/Amendment/Conditions

OTH = Other

PCF = Policy/Coverage Form

FORM TRANSMITTAL SUPPLEMENT

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Amendment Of Bodily Injury Definition	CA T4 43 06 09	Not Applicable	END/CA/O	C	This endorsement will be used with the Business Auto Coverage Form (CA 00 01). Its purpose is to clarify the definition of Bodily Injury in comparison to what is provided in the Business Auto Coverage Form. This will be an optional endorsement and there will not be a premium charge associated with its use.

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